# Terms and Conditions for the purchase of GHYC s**ervices**

## Interpretation

The following definitions and rules of interpretation shall apply in these conditions:

“GHYC" means Glandore Harbour Yacht Club, Glandore, Co. Cork, Ireland

“Conditions" means these terms and conditions for the provision of Services.

“Contract” means the contract between GHYC and the customer for the provision of services.

“Customer” means any person, company, firm or any other legal entity, including any employees, agents or subcontractors which places an order or purchases a service from GHYC, whether or not the Customer is the Participant. If the Participant is a person under 18 years of age then the Customer must be the parent or guardian of the Participant or an organisation able to act *in loco parentis*.

“Participant” means the person utilising the service.

“Service” means any course, service or facility offered by GHYC to the customer.

## Application of Terms

These conditions are the only conditions upon which GHYC is prepared to deal with the customer.

## Eligibility

All Participants must be members of GHYC.

It is the responsibility of the Customer to ensure that the information on the application form relating to the Participant’s health and fitness to participate in the Service is accurate, and where applicable that any prior training required may be verifiable.

The customer must make GHYC aware of any medical conditions the Participant may have. GHYC reserves the right to refuse a booking on medical grounds.

## Booking

The Customer may make a booking with GHYC online via our website, but exceptionally may be by made post, telephone or email Please note that places cannot be provisionally booked.

Once you have decided on your service and its dates, please complete the application form and make the appropriate payment. Bookings cannot be accepted without the appropriate payment.

A booking is not definite until confirmed by a written acknowledgement issued by GHYC, or by GHYC starting to provide the Services, when a contract for the supply and purchase of those Services on these Conditions will be established.

## Payment

Full payment is encouraged.

A non-refundable deposit of 25% of the total service fee is required for all services. The balance due on a service is to be paid in instalments following the initial payment.

Payment of full amount of service fee is required where the customer books within two weeks of its commencement.

GHYC reserves the right to cancel any booking without prior notice if full payment has not been made in accordance with these conditions.

Payments should normally be made online using the GHYC website. Credit cards accepted are Mastercard and Visa. Cheques are made payable to Glandore Harbour Yacht Club. We cannot accept personal cheques from outside of Ireland.

The customer is responsible for contacting GHYC to arrange payment of outstanding balances one week prior to service commencement.

## **Amendments to Bookings by the Customer**

The Participant may be substituted by another providing at least two (2) days' notice is given to GHYC and that the substituted Participant satisfies the service eligibility criteria.

If the Customer requests to make a change to a booked service such request shall be allowed subject to availability and terms of the request.

## Cancellations by the Customer

All cancellations made by the customer must be made in writing and submitted via email or post. In the event of a cancellation, the deposit tendered by the customer is forfeited. If the customer cancels the booking within one week of the service commencement date the entire fee tendered is forfeited. Customers are advised to insure against and check whether their own personal insurance policy provides cover against certain unavoidable cancellation.

GHYC reserves the right to cancel any booking at any time without prior notice where we believe on reasonable grounds that this is necessary due to unsuitable conditions. Cancelling a booking should not be confused with the need to reschedule a sailing lesson due to weather. Where a lesson is rescheduled, this does not count as a cancellation. Non attendance at a service or leaving during or service will result in the entire fee tendered being forfeited.

## **Cancellations by GHYC**

GHYC will use reasonable endeavors to ensure that your service takes place and in accordance with your booking. However, GHYC reserves the right to cancel any booking without prior notice and at any time where we believe on reasonable grounds that cancellation is necessary due to unsuitable conditions or operational reasons i.e. staff illness.

GHYC reserves the right to cancel a service at not less than seven (7) days' notice where GHYC believes, in its reasonable opinion, that there are insufficient numbers for the course or service to take place.
Where GHYC cancels a service, you will be offered the following options:
• a full refund of the fee paid; or
• an alternative on the same date or a different set of dates.

## Safety

Safety is of paramount importance to GHYC . Staff are trained and meet national ISA standards and safety procedures are in place. Customers acknowledge that boating activities, like many sports, may be by their very nature hazardous and carry inherent risks of both minor and serious injury including death. Participants must learn and at all times adhere to safety procedures and follow instructions from instructors and staff.

## Health

Participant must be in general good health and must satisfy themselves that the activity is within their abilities.

The application form contains questions about the applicant’s health which must be accurately and fully completed.

## Medical Attention

The customer will permit for basic First Aid to be administered by a suitably qualified member of staff where considered necessary or by a qualified medical practitioner. The customer authorises a qualified medical practitioner to provide emergency treatment or medication if necessary.

## Complaints

If the customer encounters an issue with regard to the services being provided by GHYC, they should notify GHYC Training Manager immediately in writing. GHYC will endeavour to resolve a problem as soon as possible.

## Unruly Behaviour

Customers and participants are required to have consideration for others at GHYC and residents of Glandore. If, in GHYC’s reasonable opinion, the customer or participant or any member of their party is behaving or likely to behave in such a way as to cause danger, upset or distress to any third party or damage to property, GHYC is entitled without prior notice to expel the customer immediately. No refunds will be made and customers are liable for any damage caused.

## Intellectual Property

The copyright and all other intellectual property rights in the products and services shown in GHYC’s brochures, website and other materials shall at all times remain the property of GHYC.

## Photographs

Photographs taken on GHYC’s courses and events may appear in our brochures and marketing materials. If a customer does not wish to be photographed this should be raised with GHYC Manager in writing.

## Data Protection

Personal information requested by GHYC at the time of booking or any subsequent information is held in its original form and on computer. GHYC is the Data Controller for the purposes of the Data Protection Act 2018 and will process your data in accordance with the act. GHYC will pass your information to the Irish Sailing Assn as you will automatically become a member of the ISA upon joining GHYC, but GHYC will not divulge your information to other Third Parties. By providing us with your information to process a booking, you agree that your personal information can be:

1. held and accessed as necessary by GHYC’s authorised staff
2. used to contact you in the future either by text, email or post to do with the administration of the Service applied for.
3. to send you e-news and general information about the club. You can exercise the right to opt out of e-news by sending an email with the subject “UNSUBSCRIBE” to training@glandoreyc.com

## Circumstances Beyond our Control

GHYC shall have no liability to the customer under the contract if it is prevented from or delayed in performing its obligations under the contract or from carrying on its business directly or indirectly by any acts, events, omissions or accidents beyond its reasonable control, unusually severe weather or default of suppliers or subcontractors.

## Equipment

GHYC reserves the right to provide sailing craft other than those specified at time of booking.

## Liability

GHYC shall have no liability for any loss or damage suffered by the Participant or any other person as a consequence of any negligence or wrongful act on the part of the Customer or Participant..

The Customer is advised to insure against injury or losses incurred during their booking with GHYC and arrange suitable medical cover for such booking, and where they use their own boat that it be insured.

The customer do hereby release, waive, and discharge GHYC, their officers, employees, and agencies from liability from any and all claims resulting from the inherent risks of the Service.

## Valuables

Please do not leave any valuables on the premises as we cannot accept responsibility for the security of any valuables either on our premises or in the care of our staff and employees.

## Understanding of Terms and Conditions

GHYC’s acceptance of any booking will only be done subject to your acceptance of these conditions. Payment of a deposit and / or a consent signature of the customer (parent / guardian if under 18 years) will be regarded as evidence of and consent to these conditions.